

5. Plaintiff filed the instant action within ninety days of service and ninety days of receipt of the notice of his right to file a civil action.

PARTIES

6. Plaintiff Wihshi is a male resident of the Commonwealth of Virginia over the age of 40 and is a citizen of the United States of America.

7. Mr. Wihshi was a long-time employee of Starwood International, a hotel chain with properties across the world.

8. Mr. Wihshi, an American citizen, started working at the Jeddah, Saudi Arabia property in 2014, serving as the hotel's Director of Finance.

9. Marriott International is a large hotel chain headquartered in Bethesda, Maryland.

10. Marriott acquired Starwood International in late 2016.

11. Marriott International has far more than 20 employees and directly controlled and operated the Jeddah, Saudi Arabia hotel in which Plaintiff worked.

12. Defendant Marriott International is an employer for the purposes of the ADEA.

FACTS GIVING RISE TO RELIEF

13. Plaintiff Wihshi had a long and successful tenure with Starwood International and Marriott International.

14. At all times relevant to this Complaint, Plaintiff Wihshi performed his duties satisfactorily.

15. As Director of Finance, Mr. Wihshi managed and oversaw the hotel's accounting department and financial operations.

16. In so doing he was responsible for preparation of financial reports, ledger reviews and financial forecasts and otherwise managed the hotel's finances.

17. In 2018, Mr. Wihshi was approaching 60 years of age.

18. On March 29, 2018, Mr. Wihshi's supervisor, Edwin Wijkuys, wrote "After a long and fruitful working life there's a time for all of us to start looking ahead at what's next. This time has arrived for our Director of Finance Abdul Wihshi, who will retire from the Sheraton Jeddah and Marriott International effective April 2018. As Abdul is already due to leave on vacation his last working day with us will be today, 29 March."

19. Mr. Wijkuys had not discussed retirement with Mr. Wihshi prior to sending this email and Mr. Wihshi had not stated any desire to retire.

20. Wijkuys forced Mr. Wihshi to involuntarily retire.

21. Nothing in Saudi Arabian law required Marriott to fire Mr. Wihshi.

22. Rather, employees are permitted to continue working upon mutual agreement between employee and employer (and continue on a year to year basis).

23. Individuals over sixty routinely continued working in Saudi Arabia for Marriott. The Le Meridien Al Koober Hotel, which is under Marriott management contracts (Starwood Hotels), alone continued to employ Han De Windt, as the General Manager and Fathi Kchacu as the Director of Finance at the time of Mr. Wihshi's termination.

24. Moreover, Mr. Wihshi earned a \$20,000 bonus for his work for the 2016 calendar year.

25. Under the company's ordinary practices, Marriott would have paid Mr. Wihshi this bonus in mid-2018.

26. Mr. Wihshi raised concerns to Marriott management over the reasons for his termination.

27. Marriott International has not paid Mr. Wihshi the bonus he earned for the 2016 calendar year.

COUNT I
(Discrimination on the Basis of Age in Violation of the Age Discrimination in Employment Act)

28. Plaintiff incorporates by reference and re-alleges each of the allegations contained in paragraphs 1-27 of this Complaint with the same force and vigor as if set out here in full.

29. Plaintiff Wihshi was above the age of 40 at the time of the events described in this Complaint.

30. Plaintiff Wihshi was fired on the basis of his age in violation of the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*

31. As a direct and proximate result of the unlawful acts of Defendant WMATA Plaintiff suffered and continues to suffer lost earnings and benefits, pain, suffering, humiliation and mental distress.

COUNT II
(Discrimination on the Basis of Age in Violation of Md. State Government Article § 20-601, et seq.)

32. Plaintiff incorporates by reference and re-allege each of the allegations contained in paragraphs 1-27 of this Complaint with the same force and vigor as if set out here in full.

33. Plaintiff Wihshi was above the age of 40 at the time of the events described in this Complaint.

34. Defendant Marriott International's discharge of Plaintiff is an adverse action under the Md. State Government Article § 20-601, *et seq.*

35. Plaintiff Wihshi was fired on the basis of his age in violation of the Md. State Government Article § 20-601, *et seq.*

COUNT III

(Discriminatory Discharge on the Basis of Age in Violation of the Montgomery County Human Rights Act, Montgomery County, Md., Code § 27-1, *et seq.*)

36. Plaintiff Wihshi incorporates by reference and re-alleges each of the allegations contained in paragraphs 1-27 of this Complaint with the same force and vigor as if set out here in full.

37. Plaintiff Wihshi was discharged by Defendant because of his age in violation of the Montgomery County Human Rights Act, Montgomery County, Md., Code § 27-1, *et seq.*

38. Defendant Marriott International's discharge of Plaintiff is an adverse action under the Montgomery County Human Rights Act, Montgomery County, Md., Code § 27-1, *et seq.*

39. As a direct and proximate result of the unlawful acts of Defendant, Plaintiff Wihshi suffered and continues to suffer lost earnings and benefits, pain, suffering, humiliation and mental distress.

COUNT IV

(Violation of the Maryland Wage Payment Collection Law, Md. Code Ann., Labor & Empl. §§ 3-501, *et seq.*)

40. Plaintiff incorporates by reference and re-alleges each of the allegations contained in paragraphs 1-27 of this Complaint with the same force and vigor as if set out in full.

41. Defendant Marriott is an employer as defined by Md. Code Ann., Labor & Empl. § 3-501(b).

42. Defendant Marriott employed Plaintiff Wihshi.

43. Defendant willfully did not pay Plaintiff Wihshi wages as required under the law.

44. Pursuant to Md. Code Ann., Labor & Empl. § 3-507.2 and as otherwise allowed by law, Plaintiff Wihshi is entitled to relief and damages, including but not limited to back pay, liquidated

damages in an amount not exceeding three times the wage, reasonable costs, and attorney fees, and interest.

* * *

WHEREFORE, the premises considered, Plaintiffs respectfully pray that this Honorable Court:

1. Enter judgment on Plaintiff's behalf against Defendant;
2. Award Plaintiff Wihshi compensatory damages, liquidated damages and other damages;
3. Instate Plaintiff to the position he held prior to his unlawful terminations or other equivalent positions;
4. Award Plaintiff Wihshi all lost pay;
5. Award Plaintiff Wihshi his court costs, expenses, attorneys' fees, prejudgment interest and post-judgment interest;
6. Declare that Defendant's conduct is in violation of the Age Discrimination in Employment Act, Maryland anti-discrimination law, and Montgomery County Human Rights Act; and
7. Declare that Defendant's conduct is in violation of the Maryland Wage Payment Collection Law.
8. Grant such other relief as this Court deems just and proper.

Respectfully submitted,

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JURY DEMAND

Plaintiff demands a trial by jury on all issues contained herein.

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